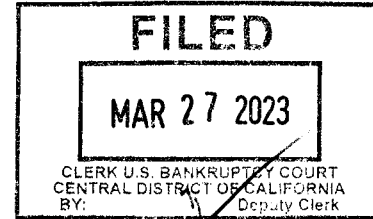




1 *Smith, Andre Mario el sui-juris; esquire.*  
2 7938 Broadway No. 1263  
3 Lemon Grove, California, 91946  
4 619-813-2881  
5 Fax Number: N/A  
6 andmarioith@yahoo.com  
7 Attorney in-Fact; Lawful Counselor for:  
8 *Special Interested Party Andre Mario Smith-*  
9 *el sui-juris; Andre Mario Smith el sui-juris.*  
10 **Special Appearance Only**  
11 ANDRE MARIO SMITH el sui-juris, Pro Se



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**UNITED STATES BANKRUPTCY COURT**  
**IN AND FOR CALIFORNIA CENTRAL DISTRICT**  
**LOS ANGELES DIVISION**

In re: ) Case No.: 2:21-bk-18205-DS  
CRESTLLOYD, LLC, ) Chapter 11  
Debtor without Possession. ) **Special Appearance Only Affidavit-Notice**  
 ) **for Special Interested Party Andre Mario**  
 ) **Smith and its counsel Smith, Andre-Mario**  
 ) **in a Representative and Non-**  
 ) **Representative Capacity.**  
 ) **Code of Civil Procedure 416 (1954)**  
 ) **Hearing**  
 ) Date: April 20, 2023  
 ) Time: 11:30 a.m.  
 ) Place: Courtroom 1639  
 ) 255 E. Temple Street  
 ) Los Angeles, CA 90012  
 ) **(VIA ZOOMGOV ONLY)**

21  
22 Greetings to all these presents shall come.  
23 Notice to Agent is Notice Principal.  
24 Notice to Principal is Notice to Agent.  
25 To each Party and their Attorney of Record.  
26 Know all men by these presents.  
27 To each Party and their Attorney(s) of record:  
28

1 Notice is hereby given to all Public Officers/Employees United States Bankruptcy Court,  
2 in and for California Central District, Los Angeles Division, to include any and all judicial  
3 officers, "judges," and the Office In and For the District Attorneys Office/Solicitor, and or  
4 any official, attorney, and/or barrister, et al(s), connected to and involved in a hearing  
5 related to tribunal case no.: 2:21-bk-18205-ds, requested by Plaintiff or otherwise In re, and  
6 are:

7 Now Noticed of Andre Mario Smith el sui-juris esquire, Affiant & Special Interested  
8 Party, appearing Specially, not generally, in a non-representative capacity, and Smith,  
9 Andre-Mario, Executor & Duly Authorized Representative, appearing Specially, not  
10 generally, in a Representative capacity in accordance with your California Code of Civil  
11 Procedure section 416 (1954).

12 **AND FURTHER NOTICE:**

13 • That I, the Affiant, am under no legal disabilities, have personal knowledge,  
14 Understanding and belief that the facts herein are true, correct, complete, and certain, and  
15 not meant to mislead, and we aver to tell the truth as we know it to be and provide the  
16 following facts to the best of our knowledge, comprehension, and belief;

17 • Affiant hereby withdraw, revoke, rescind, annul, cancel and extinguish any and  
18 all pleas, pleadings, or motions entered into the record with regard to this proceeding, and  
19 further declare that at no time, past, present, or future, shall they consent to the jurisdiction  
20 of this tribunal;

21 • Affiant Object to the ratification of the commencement of this proceeding in  
22 that Affiant(s) are real flesh and blood parties in interest with regard to the contract in  
23 dispute and hereby revoke, rescind, annul, cancel, and extinguish any and all Powers of  
24 Attorney, and Power of Transfer presumed, implied, and or otherwise nunc pro tunc to act  
25 on Affiant(s) behalf;

26 • Affiant declare that he is a national but not a citizen of the United States, born  
27 on san diego county (respectively), in the union of the states;

28 • Affiant is domiciled in the Meadors House on land on san diego county, on



1 California;

2 • That the law of Affiant(s)' domicile [ecclesiastical jurisdiction and Gods' law]  
3 is controlling;

4 • That this credible evidence refutes and rebuts any presumption in the record  
5 shifting the burden of proof to Plaintiff under your 26 USC 7491;

6 • That any evidence provided to refute and rebut this credible evidence shall be  
7 subject to the strict liability under your 18 USC 1001;

8 • Additionally, under the authority of Missouri v. Holland (citation ommitted)  
9 the requirements as set forth by treaty shall also govern the said proceeding;

10 • Mandatory Judicial Notice shall be taken of the foregoing in accordance with  
11 your local and or other rules.

12 *Theodor C. Albert*, I accept your office Oath. Please duly attached and file your Office  
13 Oath. *Deborah J. Saltzman*, I accept your office Oath. Please duly attached your Office  
14 Oath. As such, you all are, hereby, commanded-ordered to discharge all duties accordingly.

15 Executed without penalty of perjury on san-diego-county, without the United States, on  
16 this 14<sup>th</sup> day of march, 2023.

17 WITNESS Our Hands and Seals Below.

18 Peacefully,

19  
20 *by: Smith, Andre-Mario*  
21 *Esquire. Duly Authorized*  
22 *Representative. Executor*  
23 *for Affiant. All Rights Reserved*  
24 *and exercised.*

### 24 VERIFICATION

25 I, the undersigned aver to the following:

26 1. I am over the age of 18 years and have personal knowledge of the facts stated  
27 in this declaration, and if called as a witness, could and would testify competently to  
28 the truth of the facts as stated herein.

1 2. The matters stated in the declaration insupport of Special Appearance Only  
2 Affidavit-Notice for Special Interested Party Andre Mario Smith and its counsel Smith,  
3 Andre-Mario in a Representative and Non-Representative Capacity are true of our own  
4 knowledge and belief except as to those matters stated on information and belief, and as to  
5 those matters stated on information and belief, we believe them to be true.

6 3. I hereby verify the information set forth above is true and correct to the best of  
7 our knowledge, except for those matters alleged to be on information and belief, which we  
8 believe to be true.

9 4. I Reserve All Rights, including, but not limited to, the right to supplement or  
10 amend this affidavit as necessary.

11 I declare under the penalty of perjury on san-diego-county, without the United States et  
12 al that the foregoing is true and correct and that this Verification was executed on this 14<sup>th</sup>  
13 day of March, 2023 on san-diego-county california.

14 Peacefully,

15  
16  
17 Smith, Andre Mario el sui-juris.  
18 Duly Authorized Representative  
all rights reserved, and exercised.

19 **affidavit/Certificate OF MAILING**

20 I am over the age of 18 years and competent to testify to the contents listed within. On  
21 March 14, 2023, I mailed the foregoing document(s) described as:

22 **Special Appearance Only affidavit-Notice for Special Interested Party Andre Mario**  
23 **Smith and its counsel Smith, Andre-Mario in a Representative and Non-**  
24 **Representative Capacity.**

25 Addressed to:

26 United States Bankruptcy Court in and for California Central District, Los Angeles  
27 Division : Clerk Office, 255 E. Temple Street, Los Angeles, CA 90012  
28

56-81-3598

**PERFORMANCE BOND FOR OTHER THAN CONSTRUCTION CONTRACTS**

(See instructions on reverse)

DATE BOND EXECUTED (Must be same or later than date of contract)

January 31, 2022

OMB Control Number: 9000-0045

Expiration Date: 8/31/2025

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number is 9000-0045. We estimate that it will take 1 hour to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate for reducing this burden, or any other aspects of this collection of information to: U.S. General Services Administration, Regulatory Secretariat Division (M1V), Washington, DC 20405.

PRINCIPAL (Legal name and business address)

Andre Mario Smith  
944 Airole Way  
Los Angeles, California 90077

TYPE OF ORGANIZATION ("X" one)

☒ INDIVIDUAL☐ JOINT VENTURE☐ CORPORATION

STATE OF INCORPORATION

CA/42615005

SURETY(IES) (Name(s) and business address(es))

ANDRE MARIO SMITH  
55 Water Street  
New York, New York 10041

## PENAL SUM OF BOND

MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS
999	999	999	99

CONTRACT DATE

01/31/2022

CONTRACT NUMBER

2:21-bk-18205-ds

OPTION DATE

OPTION NUMBER

## OBLIGATION:

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

## CONDITIONS:

The principal has entered into the contract identified above.

## THEREFORE:

The above obligation is void if the Principal: (1) Performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of the contract during either the base term or an optional term of the contract and any extensions thereof that are granted by the Government, with or without notice to the Surety(ies), and during the life of any guaranty required under the contract, and (2) performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of the contract that hereafter are made. Notice of those modifications to the Surety(ies) is waived.

The guaranty for a base term covers the initial period of performance of the contract and any extensions thereof excluding any options. The guaranty for an option term covers the period of performance for the option being exercised and any extensions thereof.

The failure of a surety to renew a bond for any option term shall not result in a default of any bond previously furnished covering any base or option term.


## WITNESS:

The principal and Surety(ies) executed this performance bond and affixed their seals on the above date.

PRINCIPAL			
SIGNATURE(S)	1. <i>Andre Mario Smith</i> <i>dar. arrie.</i>	2. <i>dar. arrie.</i>	(Seal)
NAME(S) & TITLE(S) (Typed)	1. Andre Mario Smith, Principal		
INDIVIDUAL SURETY(IES)			
SIGNATURE(S)	1. (Seal)	2. (Seal)	(Seal)
NAME(S) (Typed)	1.	2.	
CORPORATE SURETY(IES)			
SURETY A	NAME & ADDRESS	ANDRE MARIO SMITH, 55 Water Street, New York, NY	
	STATE OF INCORPORATION	California	
	LIABILITY LIMIT	\$ 999999999	
SIGNATURE(S)	1. <i>Andre Mario Smith</i> <i>dar. arrie.</i>	2.	(Seal)
NAME(S) & TITLE(S) (Typed)	1. ANDRE MARIO SMITH, Surety		



<b>SURETY B</b>	NAME & ADDRESS			STATE OF INCORPORATION	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.			
	NAME(S) & TITLE(S) (Typed)	1.	2.			
<b>SURETY C</b>	NAME & ADDRESS			STATE OF INCORPORATION	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.			
	NAME(S) & TITLE(S) (Typed)	1.	2.			
<b>SURETY D</b>	NAME & ADDRESS			STATE OF INCORPORATION	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.			
	NAME(S) & TITLE(S) (Typed)	1.	2.			
<b>SURETY E</b>	NAME & ADDRESS			STATE OF INCORPORATION	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.			
	NAME(S) & TITLE(S) (Typed)	1.	2.			
<b>SURETY F</b>	NAME & ADDRESS			STATE OF INCORPORATION	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.			
	NAME(S) & TITLE(S) (Typed)	1.	2.			
<b>SURETY G</b>	NAME & ADDRESS			STATE OF INCORPORATION	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.			
	NAME(S) & TITLE(S) (Typed)	1.	2.			

<b>BOND PREMIUM</b> 	RATE PER THOUSAND (\$)	TOTAL (\$)
---	------------------------	------------

### INSTRUCTIONS

1. This form is authorized for use in connection with Government contracts. Any deviation from this form will require the written approval of the Administrator of General Services.

2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.

3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.

(b) Where individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning their financial capability.

4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.


5. Type the name and title of each person signing this bond in the space provided.

6. Unless otherwise specified, the bond shall be submitted to the contracting office that awarded the contract.





561-81-3598

<b>PAYMENT BOND FOR OTHER THAN CONSTRUCTION CONTRACTS</b> (See instructions on reverse)		DATE BOND EXECUTED (Must not be later than bid opening date) 01/31/2022		OMB Control Number: 9000-0045 Expiration Date: 8/31/2025	
<small>Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0045. We estimate that it will take 1 hour to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.</small>					
PRINCIPAL (Legal name and business address) Andre Mario Smith 944 Airle Way Los Angeles, California 90077			TYPE OF ORGANIZATION ("X" one) <input checked="" type="checkbox"/> INDIVIDUAL <input type="checkbox"/> JOINT VENTURE		 <i>airle</i>
			STATE OF INCORPORATION CA/42615005		
SURETY(IES) (Name(s) and business address(es)) (Include ZIP code) ANDRE MARIO SMITH 55 Water Street New York, New York 10041			PENAL SUM OF BOND		
			MILLION(S) 999	THOUSAND(S) 999	HUNDRED(S) 999
			CENTS 99		
			CONTRACT DATE 01/31/2022		CONTRACT NUMBER 2:21-bk-18205-ds

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

**CONDITIONS:**

The Principal has entered into the contract identified above.

**THEREFORE:**

(a) The above obligation is void if the Principal promptly makes payment to all persons (claimants) having a contract relationship with the Principal or a subcontractor of the Principal for furnishing labor, material or both in the prosecution of the work provided for in the contract identified above and any duly authorized modifications thereof. Notice of those modifications to the Surety(ies) are waived.

(b) The above obligation shall remain in full force if the Principal does not promptly make payments to all persons (claimants) having a contract relationship with the principal or a subcontractor of the Principal for furnishing labor, material or both in the prosecution of the contract identified above. In these cases, persons not paid in full before the expiration of ninety (90) days after the date of which the last labor was performed or material furnishing, have a direct right of action against the principal and Surety(ies) on this bond for the sum or sums justly due. The claimant, however, may not bring a suit or any action -

(1) Unless claimant, other than one having a direct contract with the Principal, had given written notice to the Principal within ninety (90) days after the claimant did or performed the last of the work or labor, or furnished or supplied the last of the materials for which the claim is made. The notice is to state with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished or supplied, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same registered or certified mail, postage prepaid, in an envelope addressed to the Principal at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process is served in the state in which the contract is being performed, save that such service need not be made by a public officer.

(2) After the expiration one (1) year following the date on which claimant did or performed the last of the work or labor, or furnished or supplied the last of the materials for which the suit is brought.

(3) Other than in the United States District court for the district in which the contract, or any part thereof, was performed and executed, and not elsewhere.

**WITNESS:**

The principal and Surety(ies) executed this bid bond and affixed their seals on the above date.



PRINCIPAL				
SIGNATURE(S)	1. <i>Andre Mario Smith</i> <i>dar. arrie.</i>	2. <i>(Seal)</i>	3. <i>(Seal)</i> <i>Corporate Seal</i>	
NAME(S) & TITLE(S) (Typed)	1. Andre Mario Smith, Principal	2. <i>(Seal)</i>	3. <i>(Seal)</i>	

INDIVIDUAL SURETY(IES)				
SIGNATURE(S)	1. <i>(Seal)</i>	2. <i>(Seal)</i>	3. <i>(Seal)</i>	
NAME(S) & TITLE(S) (Typed)	1. <i>(Seal)</i>	2. <i>(Seal)</i>	3. <i>(Seal)</i>	

CORPORATE SURETY(IES)				
<b>SURETY A</b>	NAME & ADDRESS	ANDRE MARIO SMITH, 55 Water Street, New York, NY	STATE OF INCORPORATION	LIABILITY LIMIT
	SIGNATURE(S)	1. <i>Andre Mario Smith</i> <i>dar. arrie.</i>	2. <i>(Seal)</i>	3. <i>(Seal)</i>
	NAME(S) & TITLE(S) (Typed)	1. ANDRE MARIO SMITH, Surety	2. <i>(Seal)</i>	3. <i>(Seal)</i>
<b>SURETY B</b>	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT
	SIGNATURE(S)	1. <i>(Seal)</i>	2. <i>(Seal)</i>	3. <i>(Seal)</i>
	NAME(S) & TITLE(S) (Typed)	1. <i>(Seal)</i>	2. <i>(Seal)</i>	3. <i>(Seal)</i>

### INSTRUCTIONS

1. This form is authorized for use when payment bonds are required under FAR (48 CFR) 28.103-3, i.e., payment bonds for other than construction contracts. Any deviation from this form will require the written approval of the Administrator of General Services.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.  
 (b) Where individual Sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.
4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal"; and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
5. Type the name and title of each person signing this bond in the space provided.



**CONSENT OF SURETY AND INCREASE OF PENALTY**

1. CONTRACT NUMBER

2:21-bk-18205-ds

2. MODIFICATION NUMBER

104 - 83 - 344508

3. DATED

01/31/2022

OMB Control Number: 9000-0045

Expiration Date: 8/31/2025

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0045. We estimate that it will take 1 hour to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to the General Services Administration, Regulatory Secretariat Division (MVCB), 1800 F Street, NW, Washington, DC 20405.

4. The surety (co-sureties) consents (consent) to the foregoing contract modification and agrees (agree) that its (their) bond or bonds shall apply and extend to the contract as modified or amended. The principal and surety (co-sureties) further agree that on or after the execution of this consent, the penalty of the performance bond or bonds is increased by \_\_\_\_\_ dollars (\$ \_\_\_\_\_) and the payment bond or bonds is increased by \_\_\_\_\_ dollars (\$ \_\_\_\_\_). However, the increase of the liability of each co-surety resulting from this consent shall not exceed the sums shown below.

## 5. NAME OF SURETY(IES)

A. ANDRE MARIO SMITH

6. INCREASE IN LIABILITY LIMIT UNDER PERFORMANCE BOND

\$

7. INCREASE IN LIABILITY LIMIT UNDER PAYMENT BOND

\$

B.

\$

\$

C.

\$

\$

8. INDIVIDUAL PRINCIPAL	A. BUSINESS ADDRESS Andre Mario Smith 944 Airole Way Los Angeles, California 90077	B. SIGNATURE* <i>[Signature]</i>	<i>[Signature]</i> (Affix Seal) dar. arrile
		C. TYPED NAME AND TITLE Principal	
		D. DATE THIS CONSENT EXECUTED 01/31/2022	
9. CORPORATE PRINCIPAL	A. CORPORATE NAME AND BUSINESS ADDRESS	B. PERSON EXECUTING CONSENT (Signature) * BY <i>[Signature]</i>	(Affix Corporate Seal)
		C. TYPED NAME AND TITLE	
		D. DATE THIS CONSENT EXECUTED	

\*The Principal or authorized representative shall execute this Consent of Surety and Increase of Penalty with the modification to which it pertains. If the representative (e.g., attorney-in-fact) that signs the consent is not a member of the partnership, or joint venture, or an officer of the corporation involved, a Power-of-Attorney or a Certificate of Corporate Principal must accompany the consent.

## 10. CORPORATE/INDIVIDUAL SURETY (CO-SURETIES)

A	A. CORPORATE/INDIVIDUAL SURETY'S NAME AND ADDRESS ANDRE MARIO SMITH 55 Water Street New York, New York 10041	B. PERSON EXECUTING CONSENT (Signature) BY <i>[Signature]</i> dar. arrile	<i>[Signature]</i> (Affix Seal) dar. arrile
		C. TYPED NAME AND TITLE ANDRE MARIO SMITH, Surety	
		D. DATE THIS CONSENT EXECUTED	
B	A. CORPORATE/INDIVIDUAL SURETY'S NAME AND ADDRESS	B. PERSON EXECUTING CONSENT (Signature) BY <i>[Signature]</i>	(Affix Seal)
		C. TYPED NAME AND TITLE	
		D. DATE THIS CONSENT EXECUTED	

Add signature blocks similar to Block C on the back of this form if necessary for additional co-sureties.



C	A. CORPORATE/INDIVIDUAL SURETY'S NAME AND ADDRESS	B. PERSON EXECUTING CONSENT <i>(Signature)</i>  BY	(Affix Seal)
		C. TYPED NAME AND TITLE	
		D. DATE THIS CONSENT EXECUTED	





**CONSENT OF SURETY**

1. CONTRACT NUMBER 561 - 81 - 3598  
 2. MODIFICATION NUMBER 104 - 83 - 154408  
 3. DATED 01/31/2022  
 OMB Control Number: 9000-0045  
 Expiration Date: 8/31/2025

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0045. We estimate that it will take 1 hour to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: U.S. General Services Administration, Regulatory Secretariat Division (MVCB), 1800 F Street, NW, Washington, DC 20405.

The Surety (Co-Sureties) consents (consent) to the foregoing contract modification and agrees (agree) that its (their) bond or bonds shall apply and extend to the contract as modified or amended.

4. INDIVIDUAL PRINCIPAL	a. NAME OF PRINCIPAL			SIGNATURE	
	Andre Mario Smith			<i>Andre Mario Smith</i>	
	b. BUSINESS ADDRESS			d. TYPED NAME	
	STREET ADDRESS			Andre Mario Smith	
	944 Airole Way			e. TYPED TITLE	
CITY			f. DATE THIS CONSENT EXECUTED		
Los Angeles			01/31/2022		
STATE					
Ca					
ZIP CODE					
90077					
5. CORPORATE PRINCIPAL	a. NAME OF PRINCIPAL			c. PERSON EXECUTING CONSENT (Signature)	
	b. BUSINESS ADDRESS			d. TYPED NAME	
	STREET ADDRESS			e. TYPED TITLE	
	CITY			f. DATE THIS CONSENT EXECUTED	
	STATE				
ZIP CODE					

**6. CORPORATE/INDIVIDUAL SURETY (CO-SURETIES)**

The Principal or authorized representative shall execute this consent of surety with the modification to which it pertains. If the representative (e.g., attorney-in-fact) that signs the consent is not a member of the partnership, or joint venture, or an officer of the corporation involved, a Power-of-Attorney or a Certificate of Corporate Principal must accompany the consent.

A	a. CORPORATE/INDIVIDUAL SURETY'S NAME			c. PERSON EXECUTING CONSENT (Signature)	
	ANDRE MARIO SMITH			<i>Andre Mario Smith</i>	
	b. BUSINESS ADDRESS			d. TYPED NAME	
	STREET ADDRESS			ANDRE MARIO SMITH	
	755 Water Street			e. TYPED TITLE	
CITY			f. DATE THIS CONSENT EXECUTED		
New York			01/31/2022		
STATE					
NY					
ZIP CODE					
10041					
B	a. CORPORATE/INDIVIDUAL SURETY'S NAME			c. PERSON EXECUTING CONSENT (Signature)	
	b. BUSINESS ADDRESS			d. TYPED NAME	
	STREET ADDRESS			e. TYPED TITLE	
	CITY			f. DATE THIS CONSENT EXECUTED	
	STATE				
ZIP CODE					
C	a. CORPORATE/INDIVIDUAL SURETY'S NAME			c. PERSON EXECUTING CONSENT (Signature)	
	b. BUSINESS ADDRESS			d. TYPED NAME	
	STREET ADDRESS			e. TYPED TITLE	
	CITY			f. DATE THIS CONSENT EXECUTED	
	STATE				
ZIP CODE					

(Add similar signature blocks on the back of this form if necessary for additional co-Sureties)



**RELEASE OF PERSONAL PROPERTY FROM ESCROW**



Whereas ANDRE MARIO SMITH, of 1600 Pacific Hwy, San Diego, Ca 92101, by a bond  
(Name) (Place of Residence)  
for the performance of U.S. Government Contract Number 561-81-3598,  
became a surety for the complete and successful performance of said contract, and Whereas said  
surety has placed certain personal property in escrow

in Account Number 2:21-bk-18205-ds on deposit  
at UNITED STATES BANKRUPTCY COURT, Central District of California  
(Name of Financial Institution)

located at 255 E. Temple Street, Los Angeles, CA 90012, and  
(Address of Financial Institution)

Whereas I, Smith, Andre Mario, being a duly authorized  
representative of the United States government as a warranted contracting officer, have determined  
that retention in escrow of the following property is no longer required to ensure further performance  
of the said Government contract or satisfaction of claims arising therefrom:

NATIONAL BANK ACT OF 1864 Section 27, 28, & 53. 28 USC 2041-2044;  
Court Instructions 12 USC 95a (2); Full acceptance/quittance and discharge for all purposes of the  
obligation.  
See Standard Form 273, 274, 275 (Attached) and all other attachments

and

Whereas the surety remains liable to the United States Government for the continued performance of  
the said Government contract and satisfaction of claims pertaining thereto.

Now, therefore, this agreement witnesseth that the Government hereby releases from escrow the  
property listed above, and directs the custodian of the aforementioned escrow account to deliver the  
listed property to the surety. If the listed property comprises the whole of the property placed in  
escrow in the aforementioned escrow account, the Government further directs the custodian to close  
the account and to return all property therein to the surety, along with any interest accruing which  
remains after the deduction of any fees lawfully owed to

UNITED STATES BANKRUPTCY COURT, Central District of California.  
(Name of Financial Institution)

01/31/22

[Date]

*(Handwritten signatures and initials)*  
[Signature]  
Seal  
*dar-arrise*



**ANNUAL PERFORMANCE BOND**

(See instructions on reverse)

January 31, 2022

OMB Control Number: 9000-0045

Expiration Date: 8/31/2025

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number is 9000-0045. We estimate that it will take 1 hour to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time and effort in reducing this burden, or any other aspects of this collection of information to: U.S. General Services Administration, Regulatory Secretariat Division, Washington, DC 20405.

PRINCIPAL (Legal name and business address)

Andre Mario Smith  
944 Airole Way  
Los Angeles, California 90077

TYPE OF ORGANIZATION

☐ INDIVIDUAL ☐ PARTNERSHIP ☐ CORPORATION ☒ OTHER (Specify) trust

STATE OF INCORPORATION

CA/42615005

SURETY(IES) (Name(s) and business address(es))

ANDRE MARIO SMITH  
55 Water Street  
New York, New York 10041

PENAL SUM OF BOND

MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS
999	999	999	99

FISCAL YEAR ENDING

September 30, 2022

AGENCY REPRESENTING THE GOVERNMENT

UNITED STATES BANKRUPTCY COURT, Central District of California

## OBLIGATION:

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally.

## CONDITIONS:

The Principal contemplates entering into contracts, from time to time during the fiscal year shown above, with the Government department or agency shown above, for furnishing supplies or services to the Government. The Principal desires that all of those contracts be covered by one bond instead of by a separate performance bond for each contract.

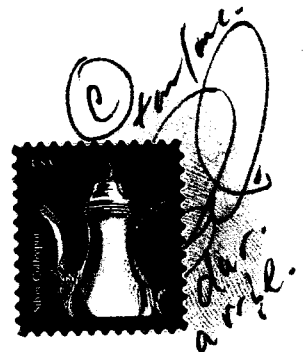
## THEREFORE:

The above obligation is void if the Principal - (a) performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of any and all of those contracts entered into during the original term and any extensions granted by the Government with or without notice to the surety(ies) and during the life of any guaranty required under the contracts; and (b) performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of those contracts, that subsequently are made. Notice of those modifications to the surety(ies) is waived.

## WITNESS:

The Principal and Surety(ies) executed this performance bond and affixed their seals on the above date.

SIGNATURES		NAMES AND TITLES (Typed)	
1. <i>Andre Mario Smith</i>		1. Andre Mario Smith, Principal	
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## INSTRUCTIONS

1. This form is authorized for use in the acquisition of supplies and services, excluding construction, in lieu of Standard Form 25 (Performance Bond). Any deviation from this form will require the written approval of the Administrator of General Services.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitations listed therein.  
  
(b) When individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.
4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal"; and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
5. Type the name and title of each person signing this bond in the space provided.
6. In its application to negotiated contracts, the terms "bid" and "bidder" shall include "proposal" and "offeror".





**AFFIDAVIT OF INDIVIDUAL SURETY** Page 25 of 32

OMB Control Number: 9000-0001

Expiration Date: 3/31/2024

(See instructions on reverse)

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 6011 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number for this collection is 9000-0001. We estimate that it will take 0.3 hours to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection to: U.S. General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

STATE OF  
CALIFORNIACOUNTY OF  
LOS ANGELES

I, the undersigned, being duly sworn, depose and say that I am: (1) the surety to the attached bond(s); (2) a citizen of the United States; and of full age and legally competent. Where the sureties are acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal. I recognize that statements contained herein concern a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious or fraudulent statement may render the maker subject to prosecution under Title 18, United States Code Sections 1001 and 494. This affidavit is made to induce the United States of America to accept me as surety on the attached bond.

1. NAME (First, Middle, Last) (Type or Print) <b>ANDRE MARIO SMITH</b>		2A. HOME ADDRESS (Number, Street, City, State, ZIP Code) <b>1600 Pacific Highway San Diego, California 92101</b>	
3. TYPE AND DURATION OF OCCUPATION <b>SURETY/Lifetime</b>		2B. TELEPHONE NUMBER <b>(619) 813-2881</b>	2C. EMAIL ADDRESS <b>andre.onrops@gmail.com</b>
4A. NAME AND ADDRESS OF EMPLOYER (Number, Street, City, State, ZIP Code) (If self-employed, so state) <b>255 E. Temple Street, Suite 1634/Room 1639 Los Angeles, California 90012</b>		5A. NAME AND ADDRESS OF INDIVIDUAL SURETY BROKER USED (Number, Street, City, State, ZIP Code) <b>Depository Trust Company 55 Water Street New York, New York 10041</b>	
		5B. SURETY BROKER EMAIL ADDRESS <b>csc@dtcc.com</b>	
4B. EMPLOYER EMAIL ADDRESS <b>cjcchambers@cacd.uscourts.gov</b>		5C. HOME TELEPHONE NUMBER <b>(818) 382-2721</b>	5D. BUSINESS TELEPHONE NUMBER <b>(888) 382-2721</b>
6A. NAME AND ADDRESS OF FINANCIAL INSTITUTION SUBMITTING THE PLEDGE OF SECURITIES ON BEHALF OF INDIVIDUAL SURETY (Number, Street, City, State, ZIP Code) <b>Andre Mario Smith national banking association c/o 7938 Broadway No.: 1263 San Diego, California 91946</b>		6B. FINANCIAL INSTITUTION EMAIL ADDRESS <b>csc@dtcc.com</b>	6C. ROUTING TRANSIT NUMBER (RTN) <b>18022467-4</b>
		6D. CONTACT PERSON NAME <b>Andre Mario Smith</b>	6E. CONTACT PERSON TELEPHONE NUMBER <b>(619) 813-2881</b>
		6F. CONTACT PERSON EMAIL ADDRESS <b>andmarioith@yahoo.com</b>	

7. THE FOLLOWING IS A TRUE REPRESENTATION OF THE ASSETS I HAVE PLEDGED TO THE UNITED STATES IN SUPPORT OF THE ATTACHED BOND. (LIST THE COMMITTEE ON UNIFORM SECURITIES IDENTIFICATION PROCEDURES (CUSIP) NUMBER AND PAR (FACE) AMOUNT OF EACH SECURITY).

See Certified Copy of Cause No.: 2:21-bk-18205-ds docket No.: 128-Lawful Creditors Objection  
See Optional Form 90; Optional Form 91; Standard Forms 273, 274, 275 (Attached)  
See Certified Copy of Certificate of Live Birth (Attached)  
See all other attachments



8. IDENTIFY ALL LIENS, JUDGEMENTS, OR ANY OTHER ENCUMBRANCES INVOLVING SUBJECT ASSETS.

See Certified Copy of Cause No.: 2:21-bk-18205-ds docket No.: 128-Lawful Creditors Objection

See Optional Form 90; Optional Form 91; Standard Forms 273, 274, 275 (Attached)

See Certified Copy of Certificate of Live Birth (Attached)

See all other attachments

9. IDENTIFY ALL BONDS, INCLUDING BID GUARANTEES, FOR WHICH THE SUBJECT ASSETS HAVE BEEN PLEDGED WITHIN THREE YEARS PRIOR TO THE DATE OF EXECUTION OF THIS AFFIDAVIT.

See Certified Copy of Cause No.: 2:21-bk-18205-ds docket No.: 128-Lawful Creditors Objection

See Optional Form 90; Optional Form 91; Standard Forms 273, 274, 275 (Attached)

See Certified Copy of Certificate of Live Birth (Attached)

See all other attachments

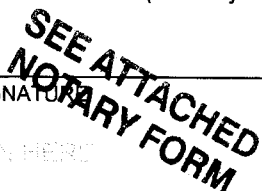
**DOCUMENTATION OF THE PLEDGED ASSET MUST BE ATTACHED.**

10. SIGNATURE

11. BOND AND CONTRACT TO WHICH THIS AFFIDAVIT RELATES *(where appropriate)*

OPTIONAL FORM 90,91,Cause No.: 2:21-bk-18205-ds,SSN  
561-81-3598

**12. SUBSCRIBED AND SWORN TO BEFORE ME AS FOLLOWS:**

a. DATE OATH ADMINISTERED			b. CITY AND STATE <i>(or other jurisdiction)</i>		Official Seal
MONTH	DAY	YEAR			
c. NAME AND TITLE OF OFFICIAL ADMINISTERING OATH <i>(type or print)</i>					
d. SIGNATURE			e. MY COMMISSION EXPIRES		

INSTRUCTIONS

1. Individual sureties on bonds executed in connection with Government contracts must complete and submit this form with the bond. (See Federal Acquisition Regulation (FAR) 28.203, 53.228(e).) The surety must have the completed form notarized.
2. No corporation, partnership, or other unincorporated association or firm, as such, is acceptable as an individual surety (i.e. must be a natural person). Likewise, members of a partnership are not acceptable as sureties on bonds that a partnership or an association, or any co-partner or member thereof, is the principal obligor. An individual surety will not include any financial interest in assets connected with the principal on the bond that this affidavit supports.
3. United States citizenship is a requirement for individual sureties for contracts and bonds when the contract is awarded in the United States. However, when the Contracting Officer is located in an outlying area or a foreign country, the individual surety is only required to be a permanent resident of the area or country in which the contracting officer is located.
4. All signatures of the affidavit submitted must be originals. Affidavits bearing reproduced signatures are not acceptable. An authorized person must sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of a firm, partnership, or joint venture, or an officer of the corporation involved.

## **JURAT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

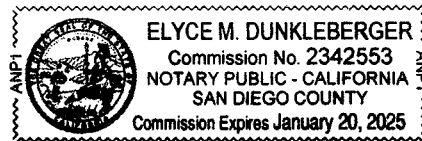
**State of California**  
**County of San Diego**

Subscribed and sworn (or affirmed) before me on this

21<sup>st</sup> Day of March, 2023, by Andre Mario Smith

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

  
Notary's Signature



## **OPTIONAL**

### **DESCRIPTION OF ATTACHED DOCUMENT**

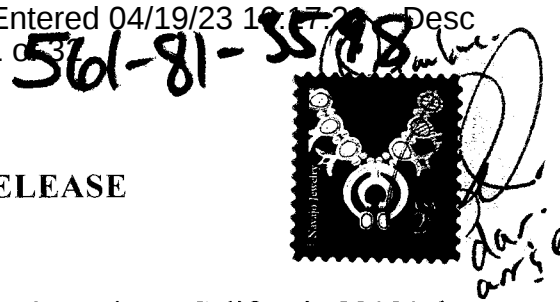
Title of Type of Document: Affidavit of Individual Surety

Document Date: 03/21/23 Number of Pages Including this One: 4

Additional Information: \_\_\_\_\_

*[Faint, illegible text]*





### REAL PROPERTY LIEN RELEASE

Whereas ANDRE MARIO SMITH, of 1600 Pacific Hwy, San Diego, California 92101, by a bond for the performance of U.S. Government Contract Number 561 – 81 – 3598, became a surety for the complete and successful performance of said contract, which bond includes a lien upon certain real property further described hereafter, and

Whereas said surety established the said lien upon the following property:

Cause No.: 2:21-bk-18205-ds  
Standard Form 28, 273, 274, 275 (Attached)  
Optional Form 91 (Attached)  
CA Certified Birth Bond (Attached)

and recorded this pledge on Cause No.: 2:21-bk-18205-ds, in the UNITED STATES BANKRUPTCY COURT, Central District of California, being a duly authorized representative of the United States Government as a warranted contracting officer, have determined that the lien is no longer required to ensure further performance of the said Government contract or satisfaction of claims arising therefrom,

and

Whereas the surety remains liable to the United States Government for continued performance of the said Government contract and satisfaction of claims pertaining thereto.

Now, therefore, this agreement witnesseth that the Government hereby releases the aforementioned lien.

January 31, 2022

by: ANDRE MARIO SMITH.  
duly authorized representative.  
all rights reserved and  
exercised.

